REMARKS

Applicant respectfully requests reconsideration of the present application in view of the amendments and in view of the reasons that follow.

Claims 1-20 and 32 have been canceled. Claims 21, 23, 24, 27-30, 33, 39, and 40 have been amended. Claims 21-31 and 33-40 are now pending in this application. The support for the amendments to claims 21, 29, and 33 can be found at least in paragraphs [0010]-[0012] and [0028] of Applicant's disclosure.

I. Objection to Claims 23 and 24

In Section 1 of the Office Action, claims 23 and 24 were objected to as being of improper dependent form for failing to further limit the subject matter of a previous claim. Claims 23 and 24 have been rewritten to further limit the baggage transportation service of claim 21. As known to those skilled in the art, provision of a boarding pass may be required before baggage can be transported. Such a requirement is a security measure to insure that a passenger accompanies a bag during travel. As a result, Applicant respectfully requests withdrawal of the objection.

II. Rejection of Claims 21, 29, and 33

In Section 3 of the Office Action, claims 21, 29, and 33 were rejected under 35 U.S.C. § 112, second para., as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. More specifically, claims 21, 29, and 33 were rejected based on use of the term "integrated service," and claim 29 was further rejected based on use of the term "federal agency approval standards." Claims 21, 29, and 33 have been amended to eliminate use of these terms. As a result, Applicant respectfully requests withdrawal of the rejection.

III. Rejection of Claims 21, 23, 24, 26-30, 32, 33, and 35-40 under 35 U.S.C. § 103(a)

In Section 5 of the Office Action, claims 21, 23, 24, 26-30, 32, 33, and 35-40 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,512,964

(Quackenbush et al.). Applicant reserves the right to swear behind Quackenbush et al. Applicant respectfully traverses this rejection because the Examiner has failed to present a prima facie case of obviousness. MPEP § 2143 states:

> To establish a prima facie case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations.

At a minimum, the Examiner has failed to demonstrate that Quackenbush et al. discloses, teaches, or suggests all of the claim limitations as recited in independent claims 21, 29, and 33.

Claim 21 recites:

> providing an outsourcing arrangement for an employee at the remote property to perform both a first service associated with the baggage transportation service and a second service associated with an operation at the remote property, the second service distinct from the first service

Claim 29 recites:

> a baggage pick-up facility at the remote property for performing a baggage transportation service, wherein associated with the baggage transportation service is an outsourcing arrangement for an employee at the remote property to perform both a first service associated with the baggage transportation service and a second service associated with an operation at the remote property, the second service distinct from the first service

Claim 33 recites:

> obtaining possession of the passenger baggage from the passenger at the remote property to conduct a baggage transportation service, wherein associated with the baggage transportation service is an

> outsourcing arrangement for an employee at the remote property to perform both a first service associated with the baggage transportation service and a second service associated with an operation at the remote property, the second service distinct from the first service

On pages 3-4 of the Office Action dated 11/10/2005, the Examiner states:

> It is obvious that the service provided by the GDO is an integrated service at the remote property, i.e. hotel, if the remote property also provides GDO service. Quackenbush et al. '964 and the paragraph bridging columns 1 and 2, indicate that the GDO service could be provided from any establishments. It is obvious that the service provided by the GDO is an integrated service at the remote property if the GDO performs any other functions besides checking in the baggage. It is also obvious that the steps of confirming passenger's identification, tagging the baggage, and transporting the baggage are considered together as an integrated service.

Applicant respectfully disagrees because Quackenbush et al. fails to teach at least the limitation "an outsourcing arrangement for an employee at the remote property to perform both a first service associated with the baggage transportation service and a second service associated with an operation at the remote property" as required by claims 21, 29, and 33.

Quackenbush et al. describes a "method for arranging the transportation of baggage for airline passengers." (Abstract). As such, Quackenbush et al. describes "arranging the transportation of baggage for airline passengers from an origin location (e.g., home, office, etc.) to a destination location (e.g., hotel, convention center) and to enable passengers to monitor and verify the status of their baggage transportation via a computer or handheld communications device (cell phone, PDA, etc.)." (Col. 1, lines 60-66).

Quackenbush et al. still further describes:

> Baggage 202 is picked up by a Ground Delivery Operator (GDO) from origin location 204. The baggage may be checked by the GDO at the origin location 204, or transported and checked on behalf of its owner at origin airport 206. In a preferred

> embodiment, the GDOs act as agents on behalf of the airline. Upon pick-up by the GDO, the bags are appropriately tagged and logged into a trackable computer database using a portable tag-generating and scanning device.

(Col. 3, lines 13-21; emphasis added). Thus, according to Quackenbush et al., the GDO is an agent of the airline and performs only services associated with preparing bags for transportation and with baggage transportation to/from the airport. Also, as Examiner points out, the GDO service disclosed by Quackenbush et al. can be provided from any establishment. The GDO of Quackenbush et al., therefore, performs baggage transportation services from a remote property, but does not perform "a second service associated with an operation at the remote property." Therefore, Quackenbush et al. fails to disclose, suggest, or teach at least the limitation "an outsourcing arrangement for an employee at the remote property to perform both a first service associated with the baggage transportation service and a second service associated with an operation at the remote property."

As a result, Quackenbush et al. fails to disclose, suggest, or teach all of the limitations of claims 21, 29, and 33. An obviousness rejection cannot properly be maintained where the reference used in the rejection does not disclose all of the recited claim elements. Applicant respectfully traverses any arguments posed by Examiner relative to claims 22-28, 30, 31 and 34-40 as they are allowable for at least the reasons outlined above relative to claim 21, 29, and 33. Therefore, Applicant respectfully requests withdrawal of the rejection of claims 21-31 and 33-40.

IV. Rejection of Claims 22, 31, and 34 under 35 U.S.C. § 103(a)

In Section 6 of the Office Action, claims 22, 31, and 34 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Quackenbush et al. and further in view of U.S. Patent No. 5,793,639 (Yamasaki) or in view of U.S. Patent No. 4,984,156 (Mekata). Applicant respectfully traverses this rejection because the Examiner has failed to present a prima facie case of obviousness. As discussed in section III. above, Quackenbush et al. fails to disclose, suggest, or teach at least the limitation "an outsourcing arrangement for an employee at the remote property to perform both a first service associated with the baggage transportation service and a second

service associated with an operation at the remote property" as required by claims 21, 29, and 33. Neither Yamasaki nor Mekata disclose, suggest, or teach at least the limitation "an outsourcing arrangement for an employee at the remote property to perform both a first service associated with the baggage transportation service and a second service associated with an operation at the remote property." As a result, Quackenbush et al., Yamasaki, and Mekata fail to disclose, suggest, or teach all of the limitations of claims 21, 29, and 33. An obviousness rejection cannot be properly maintained where the references used in the rejection do not disclose all of the recited claim elements. Therefore, Applicant respectfully requests withdrawal of the rejection of claims 22, 31, and 34 which depend from claims 21, 29, and 33, respectively.

V. Rejection of Claim 25 under 35 U.S.C. § 103(a)

In Section 7 of the Office Action, claim 25 was rejected under 35 U.S.C. § 103(a) as being unpatentable over Quackenbush et al. and further in view of U.S. Patent No. 6,594,547 (Manabe). Applicant respectfully traverses this rejection because the Examiner has failed to present a prima facie case of obviousness. As discussed in section III. above, Quackenbush et al. fails to disclose, suggest, or teach at least the limitation "an outsourcing arrangement for an employee at the remote property to perform both a first service associated with the baggage transportation service and a second service associated with an operation at the remote property" as required by claim 21. Manabe also fails to disclose, suggest, or teach at least the limitation "an outsourcing arrangement for an employee at the remote property to perform both a first service associated with the baggage transportation service and a second service associated with an operation at the remote property." As a result, Quackenbush et al. and Manabe fail to disclose, suggest, or teach all of the limitations of claim 21. An obviousness rejection cannot be properly maintained where the references used in the rejection do not disclose all of the recited claim elements. Therefore, Applicant respectfully requests withdrawal of the rejection of claim 25 which depends from claim 21.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to

Deposit Account No. 50-2350. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 50-2350. If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicant hereby petitions for such extension under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 50-2350.

Respectfully submitted,

Date January 10, 2006

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